

*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

Applicant's Name: Mitchell Chyette  
Firm Name: Leland, Parachini, Steinberg, Matzger & Melnick, LLP  
Address: 333 Market Street, 27th Floor  
  
City/State/Zip: San Francisco, CA 94105  
Telephone: (415) 957.1800 Fax: (415) 974.1520  
Email: mchyette@lpslaw.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

**Check each panel for which you are applying:**

☒ **Judicial Arbitration**    ☒ **Mediation**    ☒ **Neutral Evaluation**    ☒ **Private Arbitration**

### 3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1976-79	University of Michigan Law School	J.D.
1972-76	University of Michigan Honors College	B.A.

4. **LEGAL EXPERIENCE:** State Bar No. 113087 Date Admitted: 1979

A. Are you a member in good standing of the State Bar of California?   X   Yes        No

**B. Are you a retired judicial officer?**        Yes   X   No

**Please describe when/where you last served as a judicial officer:** \_\_\_\_\_

C. Are you actively engaged in the practice of law at this time?  X  Yes   No

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 100 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 10 % ; of defendants \_\_\_\_\_ %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 1; Court Trials 1; Mediations 30; Arbitrations 1;

G. Describe any legal publications or teaching you have done: Article in Daily Journal

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates

- A. Number of years experience as: mediator 5; arbitrator   ; neutral evaluator   ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Bar Association of San Francisco Early Settlement Program Panel; Alameda County Judge Protem
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Bar Association of San Francisco
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. As a panelist for the San Francisco Bar Association's Early ;
  2. Settlement Program, I have mediated a number of general ;
  3. business and landlord/tenant disputes. ;
  4.   ;
  5.   ;
- E. Is your ADR style best described as x facilitative or    evaluative/directive?
- F. Describe any ADR related publications or training you have done:
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) judicial arbitration cases per year)*
- I do not have a standard ADR agreement form. My rate is  
\$325 per hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
- C. You are available to conduct ADR conferences: x in your office; x at counsel's office; x other (please describe: Most anywhere in the Bay Area)
- D. You are available to conduct ADR proceedings: x during regular office hours;    evenings by appointment;    weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: (1) Prepare: it is a waste of time to try to settle or evaluate cases where the parties do not know the relevant facts and where they stand on settlement (2) A short brief describing the main issues is helpful.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	50	X	X	X	X
Civil Rights					
Collections					
Construction					
Contracts	20	X	X	X	X
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.	10	X	X	X	X
Intellect. Property	20	X	X	X	X
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

## MEDIATION AGREEMENT

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and among the following parties:

- \_\_\_\_\_, and
- \_\_\_\_\_

(referred to herein collectively as the "Parties"), and

- Mitchell Chyette

(referred to herein as the "Mediator").

1. Mediation. The Parties are entering into this Agreement because they want to use the mediation process to assist them in resolving a dispute. Mediation is a process by which the Parties will meet and confer on the issues relating to the dispute for the purpose of finding a mutually satisfactory resolution. If, at the end of the process, the Parties reach a satisfactory conclusion, their agreement will be reduced to writing and executed by the Parties.

2. The Mediator. The responsibility of the Mediator is to facilitate communications between the Parties and to assist in directing them toward a mutually satisfactory resolution of their dispute.

There are a few things that a Mediator is not: The Mediator is not a judge; he does not adjudicate the dispute. The Mediator is not responsible for settling the dispute; he cannot compel the Parties to settle. The Mediator is not the attorney for any of the Parties; he does not give legal advice to the Parties. On this point in particular, it is acknowledged and agreed that the Parties may consult their own legal counsel during the course of the Mediation, and that no Party will rely on any legal advice given by the Mediator.

3. The Parties. It is acknowledged that the Mediation process cannot succeed unless the Parties are willing to engage in a meaningful dialogue on the issues relating to the dispute, and to provide the Mediator with the information he requests relating to the dispute.

4. Confidentiality. The mediation process is governed generally by Title 11.6, Sections 1775 et seq., of the Code of Civil Procedure, and Chapter 2, Sections 1115 et seq. of the Evidence Code. Under these provisions, in general the communications that take place during a mediation may not be used as evidence in a trial between the Parties. The Parties may request that the Mediator keep information learned during the Mediation confidential from other persons outside the Mediation, or from the other parties to the Mediation. The Mediator will endeavor to do this, but undertakes no duty in this regard.

5. Payment. The Mediator shall be paid as follows:

(a) Retainer. Each Party shall contribute \$\_\_\_\_\_ to a retainer for the Mediator. The retainer may be applied to any outstanding balances due in the sole discretion of the Mediator. The retainer does not earn interest while in the hands of the Mediator. **The retainer will be forfeited if the Mediation is cancelled less than 48 hours before the scheduled date.**

(b) Hourly Fees. The Mediator will bill the Parties based on the amount of time he works at the rate of \$\_\_\_\_\_ per hour. Time is calculated in 1/10 of an hour increments. The Parties will be billed during or after the Mediation. The Parties agree to pay the bill upon receipt.

(c) Costs. To the extent that any costs are required for the Mediation, the Parties agree that the Mediator may advance such costs and that they will reimburse the Mediator in equal shares according to the number of Parties.

(d) Shares. The Mediator's retainer, fees and reimbursement for costs will be divided among the Parties according to the discretion of the Mediator.

(e) Interest. At the discretion of the Mediator, interest may be charged on any outstanding balances over 30 days old at the rate of 1.5 % per month or the maximum rate allowed by law, whichever is greater.

6. Termination. Since Mediation is a voluntary process, the Mediation may be terminated at any time by any of the Parties or the Mediator. The Parties are responsible for any and all retainers, fees, costs and interest incurred up to that point.

7. Attorneys' Fees. In the event that a dispute arises out of or in connection with this agreement, the prevailing party in such a dispute shall be entitled to his attorneys' fees, costs and expert witness fees.

8. Miscellaneous. This document is the entire agreement between the Parties and the Mediator. Anything that may have been said or otherwise represented by the Parties or the Mediator is superceded by this written agreement. It is acknowledged that the Parties are not relying upon any other statements or representations except as set forth herein. This agreement can only be modified by a written agreement signed by the Parties and the Mediator.

This agreement is governed by the laws of the State of California. The Parties agree to submit to the jurisdiction of the courts of the State of California and that the Superior Court in and for the County of Alameda shall be the exclusive jurisdiction for any dispute arising out of this agreement.

In the event that any part of this agreement is determined to be unenforceable, the remaining parts of the agreement shall continue in force.

SO AGREED:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Mitchell Chyette

Date: